November 8, 2021

Agenda

Lord's Prayer
Pledge of Allegiance

11:00 a.m.	*Board of Elections Budget Discussion*
1:00 p.m.	*OSU Extension Budget Discussion*
3:00 p.m.	*Law Library Budget Discussion*
3:30 p.m.	*Recorder Budget Discussion*

9:00 a.m.	*Engineer Budget Discussion – Tuesday, November 9, 2021*
9:30 a.m.	*Maintenance Budget Discussion – Tuesday, November 9, 2021*
10:00 a.m.	*Judge Wilgus Budget Discussion – Tuesday, November 9, 2021*
11:00 a.m.	*Clerk of Courts Budget Discussion – Tuesday, November 9, 2021*

Approve Minutes

Approve Supplemental Appropriation (6)

Approve Transfer of Funds (4)

Approve Dog & Kennel Monthly Report – October 2021

Approve Advertisement for Bids – TUS-CR 99-0.71 – Engineer

Approve Engagement Letter – GAAP Conversion – Auditor

Appoint Trustee – MCJAS – Metzger

Approve Hire – Programming/Education Manager

Authorize Design – Wilkshire Hills Wastewater Treatment Plant – Phase II

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 8TH DAY OF NOVEMBER, 2021, WITH THE FOLLOWING MEMBERS PRESENT:

Al Landis
Chris Abbuhl
Kerry Metzger

Commissioner Al Landis presiding.

The Lord's Prayer was said.
The Pledge of Allegiance was said.

RESOLUTION (914-2021) APPROVE MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the minutes of the previous meeting held November 3, 2021 as written.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, abstained;

RESOLUTION (915-2021) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Tuscarawas County OCED	U060-U20	U060-U01	$15,000.00	To provide Healthy Tusc. With funds for the Community Health Improvement Plan
Commissioners	A018-A00	A007-A04	$34.00	Additional appropriation needed to cover expenses
Water & Sewer Department	P00-P34	P000-P33	$6,500.00	To cover the upcoming loans due
Auditor's Office	U056-U99	U056-U05	$3,607,000.00	To appropriate for the expenditures for approved infrastructure projects for Tuscarawas county Metropolitan District as per request submitted November 3
Water & Sewer Department	P00-P34	P000-P23	$2,000.00	T cover upcoming costs (uniform, lab, legal, etc.)
Auditor's Office	A018-A00	A001-B06	$8,500.00	Additional appropriation required to enter into contract with State Auditor for GAAP assistance in preparation of 2021 financial statements. Entire amount of $33,500.00 must be certified prior to year-end, however, only $25,000.00 was included in the 2021 budget. No amounts will be expended until 2022

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (916-2021) TRANSFER OF FUNDS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Juvenile Court	A002-C36	A002-C25	$9,000.00	Transfer funds to pay attorney fees for court appointed attorneys and GAL's
Dog Pound	B00-B06	B00-B14	$40.00	Travel expenses related to dog pound duties to finish out the year
Sheriff's Office	A006-A16	A006-A14	$16,000.00	Needed to cover fuel due to higher gasoline prices than anticipated

Sheriff's Office	A006-A17	A006-A06	$12,000.00	Needed to cover costs that have ran higher than anticipated

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (917-2021) DOG & KENNEL REPORT – October 2021

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to accept the Dog & Kennel Report for October 2021 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:

DOG & KENNEL MONTHLY REPORT

NOV 08 202

October 2021

1)	Total dogs picked up by Wardens (a+b)		26
	a. Owner requested pick up		0
	b. Strays picked up by Wardens		26
2)	Strays brought in by public		4
3)	Dogs brought to pound by owners		27
4)	Total dogs to Pound (1+2+3)		57
5)	Dogs adopted		6
6)	Dogs redeemed by owners		19
7)	Number of dogs euthanized		3
8)	Released to rescues		29
	a. Pull fees		$100
9)	Pound fees		$614
10)	Pick up fees		$525
11)	License fees		$384
12)	Licenses sold on the road by Wardens		0
13)	Licenses sold at the Pound		16
14)	Complaints handled		53
15)	Citations issued		3
16)	Animal claims		0
17)	Mileage on trucks	F150 2021	Truck #1 1465.7
		F150 2017	Truck #2 1637.7
			Total 3103.4

Submitted by: _____

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (918-2021) ADVERTISE – BIDS – PROJECT #1-2022 – TUS-CR 99-0.71

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the advertisement for bids for Project #1-2022 TUS-CR 99-0.71 as requested by Joseph Bachman, County Engineer:

ADVERTISEMENT FOR BIDS

Electronic bids will be opened at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, at **1:30 pm on December 1, 2021** for the following project:

Plans, specifications and contract documents are available at https://www.bidexpress.com/businesses/45470/home.

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Tuscarawas County Engineer. Specifically, the projects will consist of the following:

> Project #1-2022 – TUS-CR 99-0.71 consists of replacing existing bridge TUS-CR 99-0.71, County Road 99 (Strasburg Bolivar Road NW) over Sugar Creek, including re-alignment and replacement of 0.17 mile of County Road 99 and installation of new guardrail near proposed bridge.

Bidders must be currently pre-qualified with and in good standing with ODOT. The bidder must possess work types and perform work equal to at least 30% of the total amount of the submitted bid price.

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

AL LANDIS
CHRIS ABBUHL
KERRY METZGER

Attest: Rhonda Jordan, Clerk

Publish: The Times Reporter on **November 9, 2021**
http://www.co.tuscarawas.oh.us/Engineer/Projects.htm

Detailed Bid Tabs will be posted at the above site when the project is awarded.

NOTE: Tuscarawas County has implemented the Bid Express website, www.bidexpress.com, as the official depository for bid submittal.

In the case of disruption of communications or loss of services by Bid Express within two hours prior to the deadline for submission of bids, the county will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (919-2021) ENGAGEMENT LETTER – GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP) CONVERSION – AUDITOR

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the terms and objectives of the GAAP Conversion Letter by the Ohio Auditor of State. As recommended by Larry Lindburg, Auditor and approved as to form by Robert Stephenson, Assistant Prosecuting Attorney.

OHIO AUDITOR OF STATE
KEITH FABER

Local Government Services
88 East Broad Street, Fourth Floor
Columbus, Ohio 43215-3506
(614) 466-4717 or (800) 345-2519
ContactLGS@ohioauditor.gov

October 15, 2021

The Honorable Larry Lindberg
County Auditor
Tuscarawas County
125 East High Avenue
New Philadelphia, OH 44663

Dear Mr. Lindberg:

This letter is to confirm our understanding of the terms and objectives of our engagement with the Tuscarawas County and the nature and limitations of the services we will provide.

We will provide the following services:

> Using our conversion software, Local Government Services (LGS) will prepare, from information you provide, the annual financial statements of Tuscarawas County as of and for the year ended December 31, 2021.

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

LGS is not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, LGS will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Our engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs: 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements; 2) The prevention and detection of fraud; 3) To ensure that the entity complies with the laws and regulations applicable to its activities; 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and 5) To provide us with documentation, and other related information that is relevant to the preparation and presentation of the financial statements: additional information that may be requested for the purpose of the preparation of the financial statements: and unrestricted access to persons within Tuscarawas County of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Tuscarawas County remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also Tuscarawas County's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. The County will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the County has determined that someone other than the individual with whom we worked last year will fulfill this role, the County must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual bi-weekly to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this engagement and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered in the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the County:

1. Information required to confirm the appropriate fund classification and major fund status;
2. Information to allow the allocation of internal service funds to governmental and business-type activities;
3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the Governing Board during fiscal year 2021;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all County bank accounts as of December 31, 2021;
5. Documentation for receivables including taxes, intergovernmental and accounts receivable, inventory, and prepaid items as of December 31, 2021;
6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for each year;
7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payables, workers' compensation, retirement, and other current and long-term liabilities as of December 31, 2021;
8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases and the purpose for which the short-term debt was issued;

9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums and discounts for additions should be identified separately.

10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;

11. All documentation necessary to determine reporting entity. If it is determined that the County will be required to report a component unit, GAAP financial statements for the component unit must be provided in a timely fashion for preparation of the County financial statements.

12. Information to support necessary modified accrual and accrual adjustments at December 31, 2021;

13. Information regarding transfers by fund including the amount and purpose for each transfer;

14. The transmittal letter, required supplementary information and statistical section; and

15. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers or financial institution account numbers associated with an individual. The County shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the County must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the County and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the County in terms of resources, recordkeeping or other issues, the County and LGS may collaborate on alternative methods of providing the County's data to LGS without compromising the personal information on individuals served or employed by the County.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the preparation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements; review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements; enter usable information from the prior fiscal year trial balances to the trial balances that will be used for the fiscal year being reported; and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

It is estimated that 500 hours will be needed to complete this project for 2021. Our fees for these services will be billed monthly to the County at a rate of $67 per hour, and the total cost is not anticipated to exceed $33,500. If additional time or services should be necessary, we will notify County regarding any amendment to this contract that may be required.

Upon a 30 day written notice, either party may terminate this Agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed-upon rate for any and all work done to the date of such notice.

If you are in agreement with the terms of this contract, please have this engagement letter signed and certified in the appropriate places and return it to me no later than November 30, 2021. If we do not hear from you by November 30, 2021, we will assume that County does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor

The Honorable Larry Lindberg, Tuscarawas County Auditor
October 15, 2021
Page 6 of 6

of State. Should you have any questions concerning this letter, please do not hesitate to contact Nita Hendryx, Chief Project Manager, at 1-330-797-9637.

Sincerely,

KEITH FABER
Auditor of State

David B. Thompson

David B. Thompson
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

TUSCARAWAS COUNTY

Date: November 8, 2021

By: Al Landis
President of the Board of County Commissioners

Resolution No. 919-2021

County Commissioner

Kerry Metzger
County Commissioner

It is hereby certified that the amount of $ _____ required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the _____ Fund, free from any obligation or certification now outstanding.

Larry Lindberg, Tuscarawas County Auditor

cc: Nita Hendryx, Chief Project Manager
Shane Statler, Chief Auditor

Efficient • Effective • Transparent

Discussion: *Commissioner Abbuhl clarified this is a routine engagement letter that is presented every year. Commissioner Landis stated the supporting documents were attached.*

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (920-2021) MULTI COUNTY JUVENILE ATTENTION SYSTEM (MCJAS) TRUSTEE APPOINTMENT – METZGER

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the appointment of Commissioner Kerry Metzger as a MCJAS trustee for the period of January 1, 2022, through January 2, 2023.

Commissioner Metzger's current appointment as a MCJAS trustee will expire on December 31, 2021, and MCJAS has requested that an appointment be made by November 12, 2021, in order that a vote on this appointment may be taken at the November 23, 2021, Joint Board of County Commissioners meeting.

This action is taken upon the request of James C. McKenzie II, MCJAS Superintendent.

Discussion: *Commissioner Landis stated he is very appreciative of Commissioner Metzger for taking on this role and Mr. Metzger's expertise is very valuable. Commissioner Abbuhl also stated how he appreciates Commissioner Metzger's stepping up to work on MCJAS. It is a complicated process and he has a lot of knowledge. It is important to have someone representing Tuscarawas County that has the skills and knowledge to work through the processes. Commissioner Metzger thanked both commissioners for their kind words.*

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Discussion: *Jane Clay, Executive Assistant, commented that Marsha Freeland is very well suited for the position of Programming/Education Manager. This is something that she has been doing for years. She has a master's degree and a teacher's certification, and we look forward to great things happening for TUSCParks.*

RESOLUTION (921-2021) APPROVE HIRE – PROGRAMMING/EDUCATION MANAGER – FREELAND

It as moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following:

WHEREAS, Marsha Freeland has been determined by the board of Commissioners, to meet the minimum qualifications established for the classification of Programming/Education Manger.

WHERASE, the classification of Programming/Education Manager is considered to be in the classified service, pursuant to Ohio revised Code.

THEREFIRE, be it resolved that Marsha Freeland shall begin her employment as a fulltime Programming/Education Manager effective November 15, 2021, in the classified service at a rate of $19.52 per hour.

Discussion: *Commissioner Abbuhl stated this is a win win for our parks system. Marsha used to be at Soil and Water and she worked in conjunction with Tuscarawas County Park Department because of the proximity of the two properties joining one another. She will bring a lot of knowledge to the position.*

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (922-2021) – AUTHORIZING DESIGN - PHASE WORK IN CONNECTION WITH THE WILKSHIRE HILLS WASTEWATER TREATMENT PLANT IMPROVEMENTS – PHASE II (PROJECT ID #WH-20-01)

It was moved by Metzger, and seconded by Abbuhl, to authorize the following work under an existing Agreement with Engineering Associates, Inc. ("Consultant") dated March 22, 2021 attached hereto and relating to the Wilkshire Hills Wastewater Treatment Plant Improvements – Phase II (Project ID #WH-20-01):

1. Base – Design $65,000.00
2. Alternates – Design $41,000.00
3. Total $106,000.00

The Board of Commissioners, Tuscarawas County, Ohio further authorize the Sanitary Engineer, Michael Jones, to send a written Notice to Proceed to the Consultant.

This Resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

TUSCARAWAS COUNTY COMMISSIONERS

Chris Abbuhl — Al Landis — Joe Sciarretti

COMMISSIONER'S JOURNAL 82
March 22, 2021

RESOLUTION (225-2021) APPROVING THE SELECTION OF ENGINEERING ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH THE WILKSHIRE HILLS WASTEWATER TREATMENT PLANT IMPROVEMENTS – PHASE II (PROJECT ID #WH-20-01) AND APPROVING AN AGREEMENT FOR THE FIELD WORK PHASE OF THE PROJECT AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT

It was moved by Commissioner Abbuhl and seconded by Commissioner Sciarretti to approve the foregoing resolution.

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio ("Board"), upon the recommendation of the Sanitary Engineer, Michael Jones, has determined that the Wilkshire Hills Wastewater Treatment Plant Improvements – Phase II, Project ID #WH-20-01 ("Project") is necessary for the preservation and promotion of the public health and welfare and has determined that no special assessments are to be levied and collected to pay any part of the cost of the improvement; and

WHEREAS, the Sanitary Engineer conducted a selection process in accordance with Ohio's Qualifications Based Selection Law, Ohio Revised Code 153.65-.73 to determine the best qualified consultant to provide the necessary engineering services in connection with the Project; and

WHEREAS, the Sanitary Engineer has made the following recommendations:

1. Engineering services for the Project should be provided by Engineering Associates, Inc. of Wooster, Ohio
2. The Agreement for the Field Work phase of the Project be approved as follows:
   a. Base – Field Work $7,000.00
   b. Alternate – Field Work $4,000.00
   c. Total – Field Work $11,000.00
3. Subsequent phases of the required engineering work should be authorized once the funding for the Project has been better established.

NOW, THEREFORE BE IT RESOLVED by the Board:

Section 1. Engineering services for the Project shall be provided by Engineering Associates, Inc. of Wooster, Ohio

Section 2. The Agreement for the Field Work phase of the Project is approved in the amount of $11,000.00 and the President and/or Vice-President of the Board are authorized to execute the Agreement

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open

125 East High Avenue, Room 205, New Philadelphia, Ohio 44663
(330) 365-3240 commissioners@co.tuscarawas.oh.us

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 22, 2021 ("Effective Date") between Tuscarawas County Commissioners, Ohio ("Owner") and Engineering Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Wilkshire Hills Wastewater Treatment Plant Upgrade – Phase 2 ("Project").

Engineer's services under this Agreement are generally identified as follows: Field work, design, construction administration, construction observation, and as-built drawings for the Base scope which includes Standby Generator and Automatic Transfer Switch, 100,000 Gal. Sludge Holding Tanks and Air Blowers, Manhole Rehabilitation, 15" Sanitary Sewer CIPP Relining, 24" Sanitary Sewer CIPP Relining, Control Building Load Dock Underpinning, Handrails and Concrete Tank Wall Rehabilitation, and Clarifier Platform Painting and the Alternate scope which includes 1.5" Asphalt Drive Resurfacing, Garage Building, UV Disinfection and Effluent Flow Meter, LED Site Lighting, Headworks and Lab Buildings Upgrades, and Septage Receiving Station ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: ***24 months from the Effective Date***. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of $245,000 which is comprised of the following services and amounts:

Base	
Field Work	$7,000.00
Design	$65,000.00
Construction Administration	$21,000.00
Construction Observation (4 months)	$50,000.00
Subtotal	$143,000.00
Alternates	
Field Work	$4,000.00
Design	$41,000.00
Construction Administration	$14,000.00
Construction Observation (3 months)	$38,000.00
As-Built Drawings	$5,000.00
Subtotal	$102,000.00

The Owner shall notify the Engineer in writing which services listed above are authorized. Only authorized services will be performed by the Engineer.

2. In addition to the Lump Sum amount, reimbursement for the following expenses: None

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

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a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this

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Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

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2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and~~

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

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6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Engineer's Services

Appendix 3, Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Tuscarawas County Commissioners
By: Al Landis
Print name: AL LANDIS
Title: Board President
Date Signed: 3-22-21

Engineer: Engineering Associates, Inc.
By: A. Frederick Seling
Print name: Ronny E. Portz A. Frederick Seling
Title: Principal
Date Signed: 4/28/2021 4/27/2021

Engineer License or Firm's Certificate No. (if required):
02099
State of: Ohio

Address for Owner's receipt of notices:
9944 Wilkshire Boulevard NE
Bolivar, Ohio 44612

Address for Engineer's receipt of notices:
1935 Eagle Pass
Wooster, Ohio 44691

Attest:
Stacey J. Spillman
~~Adam Stilgenbauer~~, Clerk Stacey J. Spillman

Approved as to Form:
3/15/21
~~D. Brad Zimmerman~~ Steve Anderson
Special Counsel to the Tuscarawas County
Metropolitan Sewer District

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This is **Appendix 1, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [_____].

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Principal Engineer	$ 150.00/hour
Senior Engineer	120.00/hour
Registered Surveyor	115.00/hour
Junior Engineer	90.00/hour
Senior Technician	80.00/hour
Drafting Technician	70.00/hour
Field Personnel	75.00/hour
Clerical Personnel	65.00/hour

For additional services, any expenses relative to travel (at $0.70 per mile) will be billed separately.

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This is **Appendix 2**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Preliminary Design Phase

A. After selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

3. Visit the Site as needed to prepare the Preliminary Design Phase documents.

4. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.

5. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

7. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids,

instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

8. Perform or provide the following other Preliminary Design Phase tasks or deliverables: None

9. Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

Final Design Phase

C. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: None

10. Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.

D. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

E. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

F. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

Bidding or Negotiating Phase

G. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work..

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None

H. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Construction Phase

I. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform

services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Appendix 3.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed

Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible

with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to

observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Prepare As-Built Drawings.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

J. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

This is **Appendix 3**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____ _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept shop drawing or sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (923-2021) **PAY BILLS**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve payment for the following bills:

Meeting Date 11/08/2021

911			
Ohio State Highway Patrol	LEADS	$600.00	
			$600.00
Auditor			
Treasurer Tusc Co	Reimb/Fuel	$54.89	
Comdoc	HP Printer Maintenance	$174.80	
			$229.69
Clerk of Courts			
Xerox	Service	$26.45	
Independence Business Supply	Supplies	$8.38	
Independence Business Supply	Supplies	$21.78	
Graphic Enterprises	Service	$20.38	
Staples	Supplies	$15.14	
Staples	Supplies	$82.74	
			$174.87
Commissioners			
Don Ackerman	Apiary	$560.00	
Menards	Supplies	$49.45	
Comdoc	Copy Charges	$48.81	
Graphic Enterprises	Toner Freight Charges	$18.84	
Dan Loibl	Date Stamp Assembly	$59.00	
BA Widder Architectural Services	Architect Services/CSEA Roof	$909.05	
BA Widder Architectural Services	Architect Services/CSEA Roof	$3,062.63	
BA Widder Architectural Services	Architect Services/Building	$1,415.93	
			$6,123.71
Coroner			
Pioneer 360	Services	$113.42	
Axis Forensic Toxicology	Tox Screen	$1,000.00	
Axis Forensic Toxicology	Tox Screen	$884.00	
Cuyahoga County Medical Examiner	Autopsy	$1,475.00	
City of Uhrichsville	Body Removal	$50.00	
Cuyahoga County Medical Examiner	Autopsies	$2,950.00	
Prevention Genetics	Genetic Testing	$2,490.00	
Dr Jeffrey Cameron	Travel	$155.10	
Todd Stanley	Travel	$500.00	
Todd Stanley	Travel	$242.19	
Catherine Clarke	Travel	$497.31	
			$10,357.02
Emergency Management			
Alex McCarthy	Travel	$10.78	
Alex McCarthy	Travel	$824.00	
Hope Bonos	Travel	$18.48	
Pitney Bowes Global Finance	Postage Meter Lease	$75.44	
Hope Bonos	Travel	$63.25	
Alex McCarthy	Reimb/Fair Passes	$70.00	
			$1,061.95
Engineer			
Stocker Concrete	Concrete per bid	$1,315.75	
Kimble Recycling	Trash Dumpsters/PW & NP	$432.00	
Southeastern Equipment	Repairs/Parts	$118.62	
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	$36.00	

Stocker Concrete	Bridge & Culvert Supplies	$504.00	
American Electric Power	Service	$1,697.78	
Triple R Trailer	Repairs/Parts	$33.50	
Stony Point Supply	Bridge & Culvert Supplies	$700.38	
Conrad & Sons	Electrical Work	$1,895.14	
Calibration Service	Concrete Test Machine Calibration	$440.00	
Joe Bachman	Travel & Misc Expenses	$410.80	
Lowe's Business Account	Bridge & Culvert Supplies	$178.23	
Starlight Enterprises	Office Cleaning	$530.00	
Holmes Wayne Electric	Service	$23.50	
Gemstone Gas & Welding	Bridge & Culvert Supplies	$31.90	
Snyder Brothers Sales	Repairs/Parts	$147.54	
Jim's Towing	Towing Services	$300.00	
Fastenal	Bridge & Culvert Supplies	$44.04	
Clark Company/Clark Clay	Mat'l per bid	$403.65	
Dover Brake	Repairs/Parts	$738.55	
Cargill Inc	Salt per bid	$1,298.67	
Liniform	Uniform Rental	$144.79	
Rosenberry Towing	Towing Services	$100.00	
Twin City Automotive	Repairs/Parts	$318.47	
Precision Repair Services	Repairs	$85.00	
Walton Auto Parts	Repairs/Parts	$466.00	
RJ Wright & Sons	Gas & Fuel Oil per bid	$18,347.93	
			$30,742.24
Information Technology			
Pioneer 360	Internet/Support	$75.00	
OARnet	Internet Connection	$87.00	
			$162.00
Juvenile/Probate			
Independence Business Supply	Supplies	$79.95	
Independence Business Supply	Supplies	$49.14	
Traco Business Systems	Supplies	$365.68	
			$494.77
Park Department			
Jesse Rothacher	Travel	$186.80	
Menards	Supplies	$60.95	
			$247.75
Recorder			
MNJ Technologies	Monitor	$240.00	
			$240.00
Sheriff			
Bloom's Printing	Business Cards	$138.00	
RJ Wright & Sons	Gas	$12,495.99	
Mastercard	Prisoner Transportation	$7.25	
G & L Supply	Supplies	$1,232.03	
Sherwin Williams	Supplies	$220.95	
Lowe's	Supplies	$226.29	
Hajoca Corp	Repairs	$2,618.18	
Peterman Plumbing	Repairs	$303.00	
Dominion Energy	Service	$2,606.82	
Dominion Energy	Service	$1,300.00	
Ohio Head and Neck Surgeons	Inmate Medical Treatment	$57.76	
Steel Valley Portable X-Ray	Inmate X-Rays	$550.00	
Nickles Bakery	Bread	$879.06	
Dutch Creek Foods	Inmate Food	$5,650.21	
Sysco Food Service	Inmate Food	$5,438.21	
Verizon Wireless	Cell Phone Service	$419.40	

Verizon Wireless	Cell Phone Service	$300.00	
			$34,443.15
Southern District Court			
Quill	Supplies	$338.72	
Navitas Credit Corp	Contract Services	$412.20	
Time Warner Cable	Service	$559.22	
Best Copier Technologies	Service	$43.56	
			$1,353.70
Water & Sewer			
Fenton Brothers	Materials	$45.33	
Graphic Enterprises	Materials	$19.80	
Dover Brake	Materials	$122.34	
Enger Auto	Materials	$247.96	
Eurofins Test America	Lab Services	$187.50	
Frontier	Service	$55.55	
KS State Bank Government Finance	Excavator Payment/Interest	$1,221.53	
KS State Bank Government Finance	Excavator Payment/Principal	$10,904.61	
JA's Auto Service	Tires/Service	$751.97	
Core & Main	Equipment	$1,300.00	
Iron Mountain	Storage Fees	$170.55	
Columbia Gas	Utilities	$222.25	
Cintas	Uniform Service	$415.15	
Cintas	Uniform Service	$37.31	
Fitzpatrick Zimmerman & Rose	Legal Fees	$106.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	$21.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	$85.00	
Fitzpatrick Zimmerman & Rose	Legal Fees	$21.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	$106.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	$552.50	
Fitzpatrick Zimmerman & Rose	Legal Fees	$21.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	$42.50	
			$16,658.10
	GRAND TOTAL		$102,888.95

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

OTHER BUSINESS:

RESOLUTION (924-2021) APPROVE HIRE – MAINTENANCE WORKER 1 - COLLETTI

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to accept the following:

WHEREAS, Nathan Colletti has been determined by the Board of commissioners, to meet the minimum qualifications established for the classification of Maintenance Worker 1, and

WHEREAS, the classification of Maintenance Worker 1 is considered to be in the classified service, pursuant to Ohio Revised Code, and

THEREFORE, be it resolved that Nathan Colletti shall begin his employment as a part-time Maintenance Worker 1 effective November 9, 2021, in the classified service at a rate of $12.60 per hour.

Discussion: *Kris Lowdermilk, Human Resource Manager, was present and stated that Nathan is coming to the maintenance department through the Buckeye Career Center (BCC) in the Cooperative Education Training Program, which the county has participated in before. Nathan has a 4.0 grade point average and is studying the HVAC and Refrigeration Program. He has already obtained his OSHA certification, he is EPA certified and he has also studied air conditioning, heating, insulation, duct work, gauges, testing and he did a 3-month work program with a local contractor. He will be working part-time until graduation in May. He will then go to a full-time employee.*

Commissioner Abbuhl stated the county has had success in the past with the BCC and anticipates the county will have success again. This is a great opportunity for the county to fill positions that become available and it is good for BCC, the student and the county.

Commissioner Landis wanted to thank BCC and Sky, Maintenance Supervisor, for all of their hard work finding the right candidate for the position.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (925-2021) CANCEL MEETING – NOVEMBER 24, 2021

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to cancel the meeting to be held Wednesday, November 24, 2021 due to scheduling conflicts.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

OTHER BUSINESS:

Commissioner Abbuhl thanked Jane Clay, Executive Assistant, for all of her behind the scenes hard work getting everyone ready for the upcoming budget discussions. It is a very big undertaking and one of the primary things the Commissioners have in place. Commissioner Abbuhl appreciates the support staff that is in place, and Jane is a very important part of it.

Commissioner Abbuhl also wanted to discuss the importance of building healthy relationships with state and federal organizations through networking opportunities that are available to the county. When elected officials and other county employees have the connection at the state and federal levels of government, it makes for solidarity among officials. Two of those individuals are now County Commissioners. Commissioner Abbuhl thanks both Commissioner Landis and Commissioner Metzger for their leadership in those areas. Commissioner Abbuhl acknowledged Commissioner Landis for working towards the funding that was obtained for Buckeye Career Center at the State Representative level. It is important to develop those networking opportunities and build relationships within the community, state and federal levels, Tuscarawas County is in a very good place with leadership.

Commissioner Landis thanked Commissioner Abbuhl for the kind words, and said BCC has had a great deal of success. A lot of this success is not only due to the support of the community, but also the Tuscarawas County Commissioners. What other people laid the ground work for, I, as a State Representative, had the opportunity to build on. The work done by the County Commissioners in past decades and including Commissioner Abbuhl, Commissioner Metzger and other County Commissioner's before Mr. Landis, makes it easier to build on this foundation, it is really a team effort. Mr. Landis said he appreciates Senator Hottinger for supporting his effort for the BCC funding.

RESOLUTION (926-2021) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 9:29 a.m. until 11:00 a.m. for the purpose of the Board of Elections Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landis called the meeting out of recess at 11:00 a.m. and back into Regular Session, for the purpose of the Board of Elections Budget Discussion.

The following elected officials/department heads were present for the 11:00 a.m. Board of elections Budget Discussion:

Gail Garbrandt – Director
Brian Swartzwelder – Deputy Director
Thomas H Hisrich – Board Member
Caleb Pearce – Regional Liaison for Secretary of State's Office

RESOLUTION (927-2021) RECESS

It was moved by Commissioner Metzger, seconded Abbuhl, by Commissioner to recess at 11:15 a.m. until 1:00 p.m. for the purpose of the OSU Extension Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landis called the meeting out of recess at 1:00 p.m. and back into Regular Session, for the purpose of the OSU Extension Budget Discussion.

The following elected officials/department heads were present for the 1:00 p.m. OSU Extension Budget Discussion:

Kierston Heckel
Christine Kendle – Director

RESOLUTION (928-2021) RECESS
It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 1:15 p.m. until 3:00 p.m. for the purpose of the Law Library Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landiscalled the meeting out of recess at 3:00 p.m. and back into Regular Session, for the purpose of the Law Library Budget Discussion.

The following elected officials/department heads were present for the 3:00 p.m. Law Library Budget Discussion:

Kathy Fell – Law Librarian
Tracey Judy – Chief Deputy – Auditor's Office and Board Member

RESOLUTION (929-2021) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to recess at 3:10 p.m. until 3:30 p.m. for the purpose of the Recorder Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landis called the meeting out of recess at 3:31 p.m. and back into Regular Session, for the purpose of the Recorder Budget Discussion.

The following elected officials/department heads were present for the 3:30 p.m. Board of elections Budget Discussion:

Lori Smith - Recorder

RESOLUTION (930-2021) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 3:36 p.m. until 9:00 a.m. November 9, 2021 for the purpose of the Engineer Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landis called the meeting out of recess at 9:00 a.m. on Tuesday, November 9, 2021, and back into Regular Session, for the purpose of the Engineer Budget Discussion.

RESOLUTION (931-2021) MOTION TO COME OUT OF RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to come out of Recess at 9:00 a.m. on Tuesday, November 9, 2021, for the Engineer budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

The following elected officials/department heads were present for the 11:00 a.m. Engineer Budget Discussion:

Joe Bachman – Engineer

RESOLUTION (932-2021) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 9:20 a.m. until 9:30 a.m. for the purpose of the Maintenance Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landis called the meeting out of recess at 9:30 a.m. and back into Regular Session, for the purpose of the Maintenance Budget Discussion.

RESOLUTION (933-2021) MOTION TO COME OUT OF RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to come out of Recess at 9:30 a.m. on Tuesday, November 9, 2021, for the Maintenance Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

The following elected officials/department heads were present for the 9:30 a.m. Maintenance Budget Discussion:

Sky Abbuhl – Maintenance Supervisor

RESOLUTION (934-2021) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to recess at 9:43 a.m. until 10:00 a.m. for the purpose of the Judge Wilgus Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landis called the meeting out of recess at 10:00 a.m. and back into Regular Session, for the purpose of the Judge Wilgus Budget Discussion.

RESOLUTION (935-2021) MOTION TO COME OUT OF RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to come out of Recess at 10:00 a.m. on Tuesday, November 9, 2021, for the Judge Wilgus Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

The following elected officials/department heads were present for the 11:00 a.m. Judge Wilgus Budget Discussion:

Judge Adam Wilgus
Amy McAfee – Bookkeeper

RESOLUTION (936-2021) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 10:27 a.m. until 11:00 a.m. for the purpose of the Clerk of Courts Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

Commissioner Landis called the meeting out of recess at 11:00 a.m. and back into Regular Session, for the purpose of the Clerk of Courts Budget Discussion.

RESOLUTION (937-2021) MOTION TO COME OUT OF RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to come out of Recess at 11:00 a.m. on Tuesday, November 9, 2021, for the Clerk of Courts Budget Discussion.

VOTE: Al Landis, yes;
Chris Abbuhl, yes;
Kerry Metzger, yes;

The following elected officials/department heads were present for the 11:00 a.m. Clerk of Courts Budget Discussion:

Jeanne Stephen – Clerk of Courts

RESOLUTION (938-2021-2021) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to adjourn at 11:14 a.m. to meet in Regular session Wednesday, the 10thth day of November, 2021.

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.

Al Landis

Chris Abbuhl

Kerry Metzger

Attest: Rhonda Jordan
Clerk